



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is by and between Hernando County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County”, and the Tampa Bay Regional Planning Council, a special district of the State of Florida, hereinafter referred to as “TBRPC”, and is effective this ____ day of _____, 2024.

Background

The County desires to retain TBRPC to update the Hernando County Local Mitigation Strategy (“LMS”) in a manner that provides a consistent county-wide framework for disaster mitigation and prevention in the County, addresses and incorporates “best policies and practices” as reflected in local, state and federal statutes and guidelines, and contains language that links with (or can be integrated into) other relevant County and municipal plans and programs; and

TBRPC represents that it has personnel with technical expertise, experience and knowledge to perform such work for the County, and hereby agrees to perform the Scope of Work within the Budget identified in Exhibit A hereto.

Agreement

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. PARTY RESPONSIBILITIES

- A. **TBRPC Responsibility** – Under the oversight of the Hernando County Emergency Management Director, TBRPC will serve as the lead technical consultant to the project, responsible for updating the content and format of the LMS, including the revision of the risk assessment where appropriate, identification of accomplishments and list of priority projects and initiatives in the county for the 5-year update of the *Hernando County Local Mitigation Strategy* consistent with federal guidelines.
- B. **County Responsibility** - To enable TBRPC to perform these Services, the County agrees to provide TBRPC in a timely manner, as identified and requested by TBRPC, data that is necessary for project completion that may not be obtainable from other readily available sources. To the extent possible, the County will make available appropriate staff for interview by TBRPC for the purpose of collecting project-related information. The County agrees to review Deliverables for tasks 1 and 2 listed on Exhibit A within 30 days of receipt. In the event that additional days are required for County review, due dates for subsequent Deliverables and Project Completion shall be extended day for day.

2. **TIME PERFORMANCE**

- A. Term - Upon execution of this Agreement, TBRPC shall begin performing the Services identified on Exhibit A on October 1, 2024, or such other date agreed to by the parties. This Agreement will terminate on September 15, 2025, following completion of the Deliverables for Phase 1 by February 28, 2025, and completion of the Deliverables for Phase 2 by August 15, 2025, as listed on Exhibit A and upon payment of compensation by the County to TBRPC as described in Section 3 hereof.

3. **COMPENSATION**

- A. Maximum Obligation - The County agrees to pay TBRPC for Services performed hereunder the maximum amount of \$75,000. Payment will be made in the amount of \$37,5000 for the completion of Deliverables for Phase 1 and \$37,500 for the completion of Deliverables for Phase 2.
- B. Method and Time of Payment – Payment shall be made by the County within 30 days upon receipt of an invoice from TBRPC. An invoice shall be submitted by TBRPC upon completion of Deliverables for each Phase, and the invoice shall list the Deliverables completed for that Phase.

4. **CHANGES AND ADDITIONAL SERVICES**

This Agreement constitutes the entire agreement between the County and TBRPC and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement.

5. **TERMINATION**

- A. The County reserves the right to terminate this Agreement at any time with or without cause by giving TBRPC thirty days (30) days advance written notice of such termination.
- B. In the event of any such termination, the TBRPC shall deliver to the County all reports, data, estimates, computations, memoranda, documents, and other papers or materials either furnished by the County or prepared by or for the TBRPC under this Agreement.

6. **INDEPENDENT CONTRACTOR**

TBRPC will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, TBRPC shall be responsible for the payment of all required business license fees and all taxes including Federal, State, and local taxes arising from TBRPC's activities under the terms of this Agreement.

7. **GOVERNING LAW**

This Agreement shall be interpreted under and governed by the laws of the State of Florida.

8. **PUBLIC RECORDS**

TBRPC will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, TBRPC will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. TBRPC will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if TBRPC does not transfer the records to the County. Upon completion of the Agreement, TBRPC will transfer, at no cost, to the County all public records in possession of the TBRPC or keep and maintain public records required by County to perform the service. If TBRPC transfers all public records to County upon completion of the Agreement, TBRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TBRPC keeps and maintains public records upon completion of the Agreement, TBRPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If TBRPC does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF TBRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TBRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 754-4083. DDECARLO@HERNANDOCOUNTY.US, 18900 CORTEZ BOULEARD, BROOKSVILLE, FL 34601.

9. **E-VERIFY**

TBRPC and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by TBRPC during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by TBRPC to perform work pursuant to this Contract. TBRPC's meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. TBRPC and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is

obligated to terminate this Agreement upon a good faith belief that TBRPC or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

10. **ENTIRE AGREEMENT**

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed his Agreement on the dates set forth below.

HERNANDO COUNTY, FLORIDA:

Elizabeth Narverud, Chair

Date

ATTEST:

Doug Chorvat, Jr., Clerk

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Melissa Tartaglia

08/19/2024

Melissa A. Tartaglia, Asst. County Attorney

Date

TAMPA BAY REGIONAL PLANNING COUNCIL

Wren G. Krah, Executive Director

Date

APPROVED AS TO FORM:

Donald D. Conn, General Counsel

Date

EXHIBIT A - SCOPE OF WORK AND BUDGET

Certain Requirements & Expectations:

There are certain requirements and explanations that warrant special mention as follows:

1. Compliance with federal, state, and local statutes and optimal adherence to relevant federal, state, and local planning guidelines
2. Incorporation of CRS Planning Process requirements to strengthen the LMS
3. Language linking the LMS with (allowing for the integration into) other relevant planning documents such as Comprehensive Plans, CEMPs, PDRP, etc.
4. Identify and support efforts to appropriately involve the public in the planning process
5. Inclusion of recommended practices and procedures for plan monitoring, review, and revision
6. Provision of all contracted services within the fixed project budget of \$75,000

Proposed Schedule & Budget - Contractor Tasks & Deliverables:

1. Project Management throughout the course of the project to include, but not limited to, coordinating with the LMS Working Group Chairman in preparing meeting agendas, preparing minutes of LMS Working Group meetings and subcommittee meetings, requesting and compiling information from LMS Working Group members on the LMS and its various components.
2. LMS 5-year update – Work with the Local Mitigation Strategy Working Group and Hernando County Emergency Management to revise and update the following sections of the current LMS document:
 1. Basic Plan – Update the Basic Plan document, including the CRS Planning Process, and further document the 10-step planning process
 2. Update: Hazards Analysis and Risk Assessment and Maps
 3. Update / Enhance: Workgroup Members
 4. Review and Update: Goals and Objectives
 5. Update: Policies and Ordinances (Template)
 6. Update: Departmental Mitigation Functions (Template)
 7. Update: Community Participation and Outreach Report
 8. Update: Ranked Mitigation Initiatives (Template)
 9. Update: Mitigation Accomplishments and Success Stories
 10. Update: Potential Funding Sources

11. Update and Enhance: Critical Facility Inventory and Maps
 12. Update: Repetitive Loss Property Inventories
 13. Update: Local Floodplain Management Plan and Annual Report
 14. Preparation of any new appendixes that may be determined necessary during the Plan update process
3. Phase 1 – Task 1 Deliverables:
1. Minutes of LMS Working Group meetings provided by the LMS WG recording secretary through February 15, 2025.
 2. Updated Hazards Analysis and Maps
 3. List of Workgroup Members and Subcommittees
 4. Minutes of LMS Subcommittee Meetings
 5. Community Participation and Outreach Subcommittee Report
 6. CRS/LMS Integration Report
 7. Critical Facility Inventory and Maps
 8. Repetitive Loss Property Areas (including maps)
 9. Updated Critical Facilities Maps
 10. Hernando LMS Maps
 11. 1st Draft of complete LMS by February 28, 2025. The draft document will be in Microsoft Word, spreadsheets will be in Excel, and graphics will be in PDF. The versions of Microsoft Word and Excel must be compatible with the versions used by the Hernando County government.
- Deliverable date February 28, 2025
4. Phase 2 – Task 2 Deliverables:
1. Minutes of LMS Working Group meetings provided by the LMS WG recording secretary from September 1, 2024, through the end of the contract.
 2. Final Draft Document on a CD and a hard copy for submittal to the State
 3. Revised Final Draft Document based on comments from the State and other sources.
 4. Hernando County Local Mitigation Strategy document for adoption by local resolutions. The document will be provided as a hard copy and on a CD in PDF format for each participating government or agency. TBRPC will be responsible for distributing the document to the LMS participants for adoption.

5. Final Hernando County Local Mitigation Strategy document, including the adoption resolutions. The final document will be in two formats: (1) One document will be in Microsoft Word/Excel spreadsheets/pdf graphics – five (5) copies on separate CDs; (2) One document will be entirely in pdf format – a separate CD for each participating government or agency, and however many copies are required for submittal to FEMA and the State.
5. All deliverables will be submitted to the Hernando County Emergency Management Director, or designee who will be responsible for determining whether the deliverables are complete.

Deliverable date August 15, 2025

6. Completion Date:

Task 1: February 28, 2025

Task 2: August 15, 2025

7. Cost:

Task 1: \$37,500

Task 2: \$37,500

8. Plan Adoption

- a. The LMS plan adoption process is not considered within the scope of work of the TBRPC contract.